AMENDMENT #4 TO PROFESSIONAL SERVICES AGREEMENT ENGINEERING SERVICES FOR

Zarzamora Drainage Project #83 A Phase I and II

| | City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "CITY") presently tracts with LOCKWOOD, ANDREWS & NEWNAM, INC., (hereinafter referred to as |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AUC Agr by a and | ONSULTANT"), for the ZARZAMORA DRAINAGE PROJECT #83 A PHASE I AND II pursuant to a fessional Services Agreement (hereinafter referred to as the "Agreement") approved by City Council on GUST 18, 2005 through Ordinance No. 101234. This amendment of the Professional Services reement (hereinafter referred to as "this Amendment") is entered into by and between the CITY acting and through its designated representative pursuant to Ordinance No passed approved on and CONSULTANT acting by and through its designated representative, and entering the amendment as herein set forth: |
| 1. | Article V. of the Agreement, entitled "COMPENSATION," is hereby amended to add the sum of \$198,090.00 to the fee for the CONSULTANT's additional work for a total contract amount of \$1,108,210.00. |
| 2. | Article III, "SCOPE OF SERVICES" is hereby amended to add additional professional engineering services to include Construction Phase services in accordance with the CONSULTANT's proposal which is attached hereto as attachment "A" and incorporated by reference herein. |
| 3. | This amendment to the Agreement shall not prejudice any present or future rights, remedies, benefits, or powers belonging or accruing to CITY under the terms of the Agreement herein amended. |
| 4. | Except as provided otherwise herein, the Agreement shall remain unaffected, unchanged, and unimpaired by reason of the foregoing amendments. |
| Am | endment AGREED TO this the day of, |
| | Y OF SAN ANTONIO, A TEXAS NICIPAL CORPORATION: LOCKWOOD, ANDREWS & NEWNAM, INC. |
| By: City | Manager Fitle: Associate |
| API | PROVED: |
| City | Attorney |